

# EXHIBIT 59

**AFFIDAVIT OF DORSEY W. MORROW**

COMES NOW your affiant, Dorsey W. Morrow, having first been duly sworn, and being under oath does hereby state, affirm and swear to the following:

1. My name is Dorsey W. Morrow and I am the Chief Executive Officer of Gospel Light Mennonite Church Medical Aid Plan, a Virginia nonstock corporation, dba Liberty HealthShare (LHS).
2. I am over the age of eighteen, suffer no legal disabilities, have personal knowledge of the facts set forth below, and am competent to testify.
3. In support of the Motion to Strike Affirmative Defense filed by the New Mexico Office of the Superintendent of Insurance (“OSI”) OSI attached a Declaration of Jessica Baker, Supervisor of the OSI Managed Healthcare Bureau.
4. The Declaration by Jessica Baker states that on May 18, 2021 she received an email from Angela Orlando of the LHS Medical Services Department concerning a consumer complaint filed by Ginger Knollenberger, a former LHS member, and that the email contains an acknowledgment that LHS “paid” certain medical expenses incurred by Ms. Knollenberg.
5. The Declarant does not attach a copy of the referenced email.
6. LHS records indicate that a response was actually sent to the Declarant by LHS Legal Counsel Atty. Steve Yashnik on May 25, 2021 and there is no representation contained in the response indicating that Knollenberg’s medical expenses were “paid” by Liberty, but rather the LHS response indicates that Ms. Knollenberg’s medical expenses were shared by various LHS members.

7. A true, correct and complete copy of the May 25, 2021 response, attached as Exhibit "A", is incorporated by reference for all purposes.
8. The May 25, 2021 LHS response specifically states:
  - a. Liberty HealthShare is not, and does not operate as, an insurance company.
  - b. LHS does not collect premiums or issue insurance policies.
  - c. LHS is not an HMO.
  - d. LHS does not constitute an ERISA plan.
  - e. LHS is a health care sharing ministry authorized pursuant to 26 U.S.C. §5000A(d)(2)(B).
  - f. LHS conducts business as a non-profit 501(c)(3) entity.
  - g. LHS is recognized and certified as a health care sharing ministry by the Centers for Medicare and Medicaid Services, a division of the U.S. Department of Health and Human Services (CMS), for purposes of the Affordable Care Act.
  - h. LHS facilitates the sharing of medical needs among its members, who are in fact self-pay patients for health care purposes. (Emphasis added.)
    - i. Through negotiations with the medical provider an agreement was reached for an additional share of \$1,509.90 that would be facilitated on behalf of the former Member to resolve a balance bill and LHS was presently processing the additional share in the ordinary course as sharing funds are available.
9. Similarly, in a letter to Allison Schumacher Smithkier, a New Mexico Assistant Attorney General, dated September 28, 2021, LHS refuted certain allegations made in the consumer complaint filed by Ms. Knollenberger in which she incorrectly made references

10. A true, correct and complete copy of the September 28, 2021 letter, attached as Exhibit "B", is incorporated by reference for all purposes.

11. The September 28, 2021 letter specifically states:

- a. LHS is not, and does not operate as, an insurance company.
- b. LHS does not collect premiums or issue insurance policies.
- c. LHS is not an HMO.
- d. LHS does not constitute an ERISA plan.
- e. LHS is a health care sharing ministry authorized pursuant to 26 U.S.C. §5000A(d)(2)(B).
- f. LHS conducts business as a non-profit 501(c)(3) entity.
- g. LHS is recognized and certified by the Centers for Medicare and Medicaid Services, a division of the U.S. Department of Health and Human Services (CMS), for purposes of the Affordable Care Act.
- i. LHS facilitates the sharing of medical needs among its members, who are in fact self-pay patients for health care purposes.
- j. Disclaimers are conspicuously provided with remarkable redundancy in multiple places in LHS literature and documents, such as the Decision Guide, Sharing Guidelines, membership card, LHS website and membership application documents, making it abundantly clear that LHS is a health care sharing ministry and not an insurance company and that it does not guarantee payment of medical costs. (Emphasis in original)
- k. LHS' role is to enable self-pay patients to help fellow members through voluntary financial gifts.

1. The former Member signed various acknowledgements on her enrollment application, including the following:

**PROGRAM NOT INSURANCE.** I acknowledge that I am applying for membership in Liberty HealthShare, a healthcare sharing ministry of Gospel Light Mennonite Church Medical Aid Plan, Inc., that is voluntary and cooperative and not insurance. I have read and understand any disclaimers to this effect and understand that there are no representations, promises or guarantees that my medical expenses will be paid. I also understand that any funds that I may receive for medical expenses do not come from an insurance plan, but are voluntary donations by the members.

- m. Sharing Members have the responsibility to read all LHS materials carefully as soon as they receive them and to be informed about the policies and practices of LHS. See, LHS Sharing Guidelines Sections VII.B.3 and VII.B.10.
- n. Under the Legal Notices section of the LHS Sharing Guidelines, the following legal notice is provided:

**GENERAL LEGAL NOTICE**

This program is not an insurance company nor is it offered through an insurance company. This program does not guarantee or promise that your medical bills will be paid or assigned to others for payment. Whether anyone chooses to pay your medical bills will be totally voluntary.

As such, this program should never be considered as a substitute for an insurance policy. Whether you receive any payments for medical expenses and whether or not this program continues to operate, you are always liable for any unpaid bills.

- o. A sharing payment has been processed and it was shared in the ordinary course of processing and shared based on available share power from other Members.

12. Further, your affiant sayeth naught.

Dorsey W. Morrow

STATE OF OHIO  
COUNTY OF STARK

The foregoing instrument was subscribed and sworn before me this the 13th day of January, 2022, in Stark County, Ohio by Dorsey W. Morrow.

SARAH C. FREDENBURG  
NOTARY PUBLIC  
**SARAH C. FREDENBURG**

My Commission Expires: \_\_\_\_\_  
Registry No. \_\_\_\_\_

SARAH C. FREDENBURG, Attorney  
Notary Public of Ohio  
My Commission Has No Expiration Date  
Section 147.09 RRS

